

Date: 03/31/2023

Brennen Hurt

1830 Charleston estates dr

Florissant MO 63031

Attention:

ATTN: CFO Jason Kulas (chief financial officer)

Exeter

Irving, TX, 75016

## Notice of Default

Dear CFO /s/ Jason Kulas on March 4<sup>th</sup> you and your corporation (Exeter) received an Endorsed bills of exchange and tender with instructions to apply the Principals Balance to the account #3758571 for set off. You had 5 days to respond in which you did not. Again on March 18<sup>th</sup> I sent an Opportunity to cure for you not responding in the first 5 days. In which you were sent Instructions (tender) and a copy of the endorsed bill to set off the account. Again CFO Jason Kulas ignored for another 5 days rights I have chosen to enforce. I sent CFO Jason Kulas A copy of the federal reserve section 16 stating Bills of exchange is legal to use. Jason Kulas has defaulted in his Obligations and duty to make sure my account was taken care of. According to the Federal reserve act, This is Breach of Contract. Jason Kulas has breached his fiduciary duties. All I'm asking is for Jason to Apply the principals balance to the account for set off. Jas/on Kulas and Exeter is injuring me by ignoring my instructions to set off.

On march 08,2021 Exeter received a security collateral ( **The collateral security thus offered shall be notes, drafts, bills of exchange, or acceptances acquired under section 10A, 10B, 13, or 13A of this Act, or bills of exchange endorsed**) from BRENNEN HURT, on March 4<sup>th</sup> Jason Kulas CFO for Exeter received instructions to apply collateral to set off account, also received a bills of exchange endorsed. He also received a Power of attorney. March 18<sup>th</sup> Jason received a notice to cure.

1. Be advised I am now using my constitutional rights to file a claim/ suite. I have a right to credit and to deny me my credit is unconstitutional. According to the federal reserve I can choose between tiers 1,2 or, 3 for my civil penalties. Since Jason Kulas has ignored me, the first 5 days that's Tier 1. and I sent him a notice to cure, which is tier 2/ or a Breach ( part of a pattern of misconduct). and Tier 3 states "any member bank knowingly or recklessly causes a substantial loss by reason of such violation, practice, or breach,"

Brennen Hurt

Date:04/14/2023

1830 Charleston estates dr.

Florissant, MO, 63031

EXETER FINANCE

P.O Box 166008

Irving, TX, 75016

TO THE CARE OF EXETER FINANCE BOARD OF DIRECTORS

### Notice of Default

To Whom it may concern I Brennen Hurt sent Exeter Finance CFO Jason Kulas a letter on 03/04/2023 with instructions (tender) to the bill sent with it. The Tender simply stated for Jason Kulas to apply the Principals balance to the Principals account for set off. The account number being #3758571. Your institution was given a security collateral on 03/18/2021 for a vehicle that was repossessed awhile back. Now I'm simply trying to utilize the principals balance. I'm well within my rights to ask Jason kulas to perform his duties which he has neglected.

I Hurt; Brennen- Michael is here on behalf of the Principal BRENNEN HURT. You have already received the Power of attorney giving me rights and authority. I would like to transfer all rights, titles and interest to CFO so he can apply the principals balance. Or whatever it is he needs to do so he can set off the account. Now I'm just here to instruct, not tell Exeter how to do business.

According to the federal reserve /s/Jason Kulas is now in Breach of fiduciary duties. Breach of contract according to Federal Reserve Section 29 tier 3and part d.

**Knowing and willingly causing me harm or personal injury.**

I Brennen hurt the agent to the Principal has performed my side of the contract. It is now Jason who is making the account due and not performing

I have sent notices and you have ignored them all, it seems that you're knowingly and willingly denying me my constitutional right to credit. From the date of the first notice till I get my remedy Exeter or Jason Kulas has to pay \$1,000,000 in penalty to me, or (1 percent of the total assets of such member bank) until I get my remedy.

Jason Kulas CFO of Exeter has 5 days to now 0 out the account, and update my credit report showing a 0 balance with no late or missed payments. Jason kulas has 5 days to send me back in writing showing me the account is now paid in full and being fixed on my report. Unless Jason Kulas rather pay me \$1,000,000 dollars a day. If I don't hear anything in 5 days its assumed that Jason Kulas will be applying the instructions.

I will be contacting OCC & SEC to help with this matter since this is covered in the Federal Reserve Act.

Hurt;Brennen-Michael/ Agent to BRENNEN HURT

(without recourse)

7022 1670 0003 1617

Certified Mail Fee \$4.15		021670
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$2.22	
Total Postage and Fees	\$6.37	04/27/2023
Sent To		
Street and Apt. No., or PO Box No.		
City, State, ZIP+4®		
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		

3rd letter of  
Notice of  
Default



FOR RETURN MAIL ONLY  
PO Box 166008 // Irving, TX 75016



0000287-0000287 18TM 001 504564  
DANIELLE HURT  
BRENNEN HURT  
1830 CHARLESTON ESTATES DR  
FLORISSANT, MO 63031

#### ABOUT YOUR CONTRACT

Date of Notice:	12/26/2023
Contract ("Agreement") Date:	3/8/2021
"Vehicle" Year/Make/Model:	2016 HONDA ODYSSEY
Vehicle Identification Number:	5FNRL5H33GB081145
Contract Number:	3758571

#### QUESTIONS?

☎ 844-621-9105

🌐 [www.exeterfinance.com](http://www.exeterfinance.com)

🕒 Hours (Central Standard Time)  
8AM-5PM Monday-Friday

### Settlement Offer

Dear DANIELLE HURT, BRENNEN HURT,

Exeter Finance LLC ("Exeter") recognizes that there was a recent hardship that kept you from meeting your obligations. We would like to work with you to come to a mutual agreement to settle your account.

Exeter is offering you the option to pay 35% of the remaining account balance. This offer is good through 3/31/2023. Please contact our offices at 844-621-9105.

When speaking to a representative, please refer to this offer letter by using the offer: **EXELLC35**.

We look forward to hearing from you soon.

Sincerely,

Exeter Finance LLC

This communication is an attempt by Exeter Finance LLC to collect a debt, and any information received in response to this communication will be used for that purpose.

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

**NOTICE:** If you are entitled to the protections of the United States Bankruptcy Code (11 U.S.C. §§ 362; 524) regarding the subject matter of this letter, the following applies to you: **THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT, ASSESS, OR RECOVER A CLAIM IN VIOLATION OF THE BANKRUPTCY CODE AND IS FOR INFORMATIONAL PURPOSES ONLY**





PO Box 166008 // Irving, TX 75016

## Statement of Account

07/28/2022

Pay to the Bearer

Nineteen thousand three hundred sixty-five

33  
100

\$19,365.33

DANIELLE HURT, BRENNEN HURT

1830 CHARLESTON ESTATES DR

FLORISSANT, MO, 63031

Account Number: 3758571

Beginning Principal Balance: \$20,895.00

Outstanding Principal: \$17,853.44

Outstanding Interest: \$1,349.23

Outstanding Fees: \$162.66

Total Outstanding Balance: \$19,365.33

Process Date	Description	Total Amount Paid	Interest Amount	Principal Amount	Late Fee Amount	Misc. Amount	Other Amount	Over Payment Amount	Principal Balance Amount
04/08/21	Payment Applied	\$254.00	\$254.00	-	-	-	-	-	\$20,895.00
04/22/21	Payment Applied	\$254.00	\$254.00	-	-	-	-	-	\$20,895.00
05/20/21	Payment Applied	\$507.37	\$337.82	\$169.55	-	-	-	-	\$20,725.45
06/23/21	Payment Applied	\$300.00	\$300.00	-	-	-	-	-	\$20,725.45
06/30/21	Payment Applied	\$206.74	\$171.20	\$35.54	-	-	-	-	\$20,689.91
07/14/21	Payment Applied	\$254.00	\$160.63	\$93.37	-	-	-	-	\$20,596.54
07/28/21	Payment Applied	\$260.00	\$159.89	\$100.11	-	-	-	-	\$20,496.43
08/19/21	Payment Applied	\$254.00	\$238.68	\$15.32	-	-	-	-	\$20,481.11
09/02/21	Payment Applied	\$247.00	\$170.36	\$76.64	-	-	-	-	\$20,404.47
09/16/21	Payment Applied	\$254.00	\$158.41	\$95.59	-	-	-	-	\$20,308.88
10/07/21	Payment Applied	\$253.11	\$225.23	\$27.88	-	-	-	-	\$20,281.00
10/18/21	Payment Applied	\$254.00	\$123.71	\$130.29	-	-	-	-	\$20,150.71
11/06/21	Late Fee Assessed		-	-	(\$12.66)	-	-	-	\$20,150.71
11/12/21	Payment Applied	\$254.00	\$254.00	-	-	-	-	-	\$20,150.71
12/07/21	Late Fee Assessed		-	-	(\$25.00)	-	-	-	\$20,150.71
12/16/21	Payment Applied	\$507.37	\$405.26	\$102.11	-	-	-	-	\$20,048.60
01/06/22	Late Fee Assessed		-	-	(\$25.00)	-	-	-	\$20,048.60
02/06/22	Late Fee Assessed		-	-	(\$25.00)	-	-	-	\$20,048.60
03/01/22	Payment Applied	\$507.37	\$507.37	-	-	-	-	-	\$20,048.60
03/09/22	Late Fee Assessed		-	-	(\$25.00)	-	-	-	\$20,048.60
04/06/22	Late Fee Assessed		-	-	(\$25.00)	-	-	-	\$20,048.60
05/07/22	Late Fee Assessed		-	-	(\$25.00)	-	-	-	\$20,048.60
07/08/22	Product Cancellation Credit Applied	\$476.40	-	\$476.40	-	-	-	-	\$17,853.44
07/08/22	Product Cancellation Credit Applied	\$1,718.76	-	\$1,718.76	-	-	-	-	\$17,853.44

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